ANNEX .RUHR - SPECIAL CONDITIONS FOR THE .RUHR TLD

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In addition to Gandi's <u>Domain name registration contract</u>, the registration and use of a .RUHR domain name implies the acceptance of and compliance to the present special conditions contained herein.

All legal information and contracts can be viewed at any time via Our <u>website</u>. Capitalized terms have the definition attributed to them in Our <u>Domain name registration contract</u>. Specifically, "You" refers to the owner of the domain name, and "We" designates Gandi.

Section .RUHR.1. Naming organization

.RUHR is a generic Top-Level-Domain (gTLD) for the Ruhr region in Germany. The entities involved in naming organization for .RUHR are:

· Trustee Authority:

ICANN: http://www.icann.org

· Registry:

Dot Saarland: https://nic.saarland/en

· Registry Technical Operator :

Centralnic: https://www.centralnicgroup.com/

· Registrar:

Gandi: http://gandi.net

You can view the information and special rules of each party involved by clicking on the respective links.

Section .RUHR.2. Registration policies

When You apply to register a .RUHR domain name, You acknowledge that You have fully understood, and that You have full knowledge of andYou agree to abide by all the rules and specific conditions of .RUHR domain names, as defined by ICANN and Dot Saarland, and which may be viewed at the following pages:

· Registration policy:

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_domain_name_registration_policy_en.pdf (English version)

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_domain_name_registration_policy.pdf (German version)

· Acceptable use policy:

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_acceptable_use_policy_en.pdf (English version)

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_acceptable_use_policy.pdf (German version)

Whois policy:

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_whois_policy_en.pdf (English version)

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_whois_policy.pdf (German version)

Rapid takedown policy:

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121 rapid takedown policy en-

1.pdf (English version)

https://www.dot.ruhr/wp-content/uploads/
2018/05/20131121_rapid_takedown_policy-1.pdf (German version)

ICANN consensus policies:

http://www.icann.org/en/general/consensus-policies.htm

In accordance with Our accreditation agreement with the Registry, You acknowledge that only the German versions of the Registry rules mentioned above govern.

These contracts bind You to the .RUHR Registry. The special conditions contained herein do not replace these rules, but rather form part of them. You acknowledge to have fully understood and to have accepted these rules on Our Website.

The Registry is a third party beneficiary of the present contact entitled to enforce its rights vested by the present contract. The third party beneficiary rights of the Registry shall survive any termination of the present contract.

The contract between ICANN and the .RUHR Registry is available at the following address:

http://www.icann.org/en/about/agreements/registries/ruhr

Section .RUHR.3. Special requirements

.RUHR special requirements are available at: http://www.gandi.net/domain/ruhr/info

.RUHR domain names are open to anyone. However the administrative contact must be an individual having an address in Germany.

Section .RUHR.4. Reserved names and premium domain names

Some words are reserved or prohibited:

Registration policy (2. Reserved and blocked domains, premium names):

https://www.dot.ruhr/wp-content/uploads/ 2018/05/20131121_domain_name_registration_policy_en.pdf

 Contract between ICANN and the Registry (specification 5. schedule of reserved names):

http://www.icann.org/en/about/agreements/registries/ruhr

 names containing two characters followed by two hyphens and names beginning or ending by a hyphen are not allowed.

Section .RUHR.5. Registration term

The registration term is 1 to 10 years. To avoid any deactivation of the domain name, the renewal must be paid and funds cleared **before the Expiration date**.

Section .RUHR.6. Pricing

Our prices can be viewed at: https://www.gandi.net/domain/price/detail/ruhr

Section .RUHR.7. Personal data

You consent to the collect, use, copying, distribution, publication, in particular in the Registry public <u>Whois</u> database if applicable, modification and other processing of Your personal data by the Registry, its technical provider and their designees and agents for the purposes of providing Registry services as defined in the Registry agreement with ICANN and in accordance with the Registry privacy policy.

Section .RUHR.8. Dispute resolution policy

The Registry has adopted the ICANN dispute resolution procedures

UDRP (Uniform Dispute Resolution Policy) and URS (Uniform Rapid Suspension System) for .RUHR domains, that You agree fully abide by.

You may view general documentation on the UDRP procedure at the following addresses:

- ICANN domain name dispute resolution policies: http://www.icann.org/udrp
- explanations:

http://www.icann.org/en/udrp/udrp.htm

- · Policy:
 - http://www.icann.org/en/dndr/udrp/policy.htm
- Rules:
 - http://www.icann.org/dndr/udrp/uniform-rules.htm
- Dispute Resolution Service Providers: http://www.icann.org/en/dndr/udrp/approved-providers.htm

The URS rules are available at the following page: http://newgtlds.icann.org/en/applicants/urs

The Registry has also established a rapid takedown policy applicable to abuse cases that You agree fully abide by: https://www.dot.ruhr/wp-content/uploads/
2018/05/20131121_rapid_takedown_policy_en-1.pdf

Section .RUHR.9. Transfer (change of Registrar)

The transfer-in process is started on Our Interface. Before requesting the transfer of the domain, please be sure that You have the domain's authorization code (supplied by Your current Registrar), and that Your domain name:

- · does not have a TransferProhibited status,
- does not expire soon (We recommend that You start the transfer request at least 1 month prior to its Expiration),
- was created at least 60 days prior to the request,
- has not been transferred within the last 60 days.

The transfer's completion requires Your confirmation (by e-mail). Upon successfully transferring a domain, the registration period is extended by one year.

Section .RUHR.10. Ownership change

The ownership change process is available on Our Interface, and it requires the confirmation of the two parties by e-mail.

The owner change of a domain name does not change the domain's expiration date.

Section .RUHR.11. Deletion process

Upon the Expiration of the domain, We suspend (Hold) the domain name for 45 days, during which time all associated technical services are deactivated. Late renewal at normal price is possible during this period.

Then the domain goes into Redemption Period for an additional 30 days, and all associated technical services are deactivated. It can only be restored during this period in accordance with the terms and conditions described on Our website and/or as communicated by Our customer service department.

If the domain is neither renewed nor restored within these

deadlines, the Registry shall place the domain on "Pending Delete" status for several days, and then delete the domain name, which will become available for registration on a "first-come first-served" basis.

Section .RUHR.12. Registrant obligations

You agree to provide and maintain accurate, reliable and up-to-date personal contact information. Failing to do so, the Registry may suspend and/or delete Your domain name.

You acknowledge and agree that distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law are expressly prohibited. Failing to comply with this provision, You expose Yourself to the suspension of Your domain name, in addition to the prosecution for the prejudice caused to third parties and to the penalties mentioned under applicable law.

You commit Yourself to indemnify, defend and hold harmless the Registry and its subcontractors, and their directors, officers, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to, for any reason whatsoever, the registration of Your domain name. This indemnification obligation shall survive the termination or expiration of the present contract, whatever may be the cause.

Section .RUHR.13. Rights of the Registry

You acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold (suspension), or similar status as it deems necessary, in its unlimited and sole discretion:

- to enforce the rules and policies established by the Registry and ICANN each as amended from time to time,
- that is not accompanied by complete, accurate, and up-to-date information, or where required information is not updated or corrected, as required by the rules and policies established by the Registry and ICANN,
- for violation of the present contract or the rules established by the Registry or ICANN,
- to protect the integrity and stability of the domain names system,
- to comply with applicable laws, regulations, policies, government rules or requirements, request of law enforcement or in accordance with an order or decision by a competent court or administrative authority, or any dispute resolution service provider the Registry and ICANN may retain to oversee the arbitration and mediation of disputes,
- to establish, assert, or defend the legal rights of the Registry or a third party, or to avoid any actual or potential civil or criminal liability on the part of or damage to the Registry, its affiliates, subsidiaries, contracted parties, officers, directors, representatives, employees, contractors, and stockholders,
- to correct mistakes made by the Registry or any Registrar in connection to the registration of a domain name,
- as otherwise provided in the terms and conditions and the contracts of the Registry.

The Registry also reserves the right to place Your domain name in « lock » status, « hold » status or similar status during resolution of a dispute.

-end of annex .RUHR-